

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	RATING	PAGE 1	OF PAGES 40
2. CONTRACT NO.	3. SOLICITATION NO. DTFANM-13-R-00010	4. THIS IS A: SMALL BUSINESS SET-ASIDE YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	5. DATE ISSUED 11/06/2012	6. REQUISITION/PURCHASE NO.. WP-13-00246	
7. ISSUED BY: <b>FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT BRANCH, ANM-52 1601 LIND AVE. S.W. RENTON, WA 98057</b>			8. ADDRESS OFFER TO (If other than Block 7) <b>Address shown in Block 7</b>		

**SOLICITATION**

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1601 Lind Ave SW Renton, WA 98057 until 4pm local time 11/23/2012  
(Hour) (Date)

**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.**

10. FOR INFORMATION CALL:	A. NAME MARJIE BRANDEEN / LELANIE RIVERA	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-2255 / 425-227-1003
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**OFFER (must be fully completed by Offeror)**

12. In compliance with the above, the undersigned agree, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A.. NAME AND ADDRESS OF OFFEROR	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	18. OFFER DATE
17. SIGNATURE		

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION DATA <b>SEE PRISM DOCUMENT</b>	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 7		ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY <b>AMZ-110</b>	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for Window Shade Cleaning Services in Airport Air Traffic Control Towers (ATCT) in accordance with the specifications, contract clauses, and wage rates.

<u>CLIN NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>FREQUENCY</u>	<u>TOTAL</u>
0001 BASE YR 1/1/2013 - 9/30/2013	Window Shade Cleaning Services	Per Schedule See Scope of Work			
	San Diego/Lindbergh	21 shades	\$ _____	2 X Per YR	\$ _____
	Brackett/LaVerne	20 shades	\$ _____	2 X Per YR	\$ _____
	El Monte	12 shades	\$ _____	4 X Per YR	\$ _____
	Palomar	6 shades	\$ _____	4 X Per YR	\$ _____
	Gillespie	22 shades	\$ _____	2 X Per YR	\$ _____
0002 Option YR 1 10/1/2013 - 9/30/2014	Window Shade Cleaning Services	Per Schedule See Scope of Work			
	San Diego/Lindbergh	21 shades	\$ _____	2 X Per YR	\$ _____
	Brackett/LaVerne	20 shades	\$ _____	2 X Per YR	\$ _____
	El Monte	12 shades	\$ _____	4 X Per YR	\$ _____
	Palomar	6 shades	\$ _____	4 X Per YR	\$ _____
	Gillespie	22 shades	\$ _____	2 X Per YR	\$ _____
0003 Option YR 2 10/1/2014 - 9/30/2015	Window Shade Cleaning Services	Per Schedule See Scope of Work			
	San Diego/Lindbergh	21 shades	\$ _____	2 X Per YR	\$ _____
	Brackett/LaVerne	20 shades	\$ _____	2 X Per YR	\$ _____
	El Monte	12 shades	\$ _____	4 X Per YR	\$ _____
	Palomar	6 shades	\$ _____	4 X Per YR	\$ _____
	Gillespie	22 shades	\$ _____	2 X Per YR	\$ _____
0004 Option YR 3 10/1/2015 - 9/30/2016	Window Shade Cleaning Services	Per Schedule See Scope of Work			
	San Diego/Lindbergh	21 shades	\$ _____	2 X Per YR	\$ _____
	Brackett/LaVerne	20 shades	\$ _____	2 X Per YR	\$ _____
	El Monte	12 shades	\$ _____	4 X Per YR	\$ _____

	Palomar Gillespie	6 shades 22 shades	\$ _____ \$ _____	4 X Per YR 2 X Per YR	\$ _____ \$ _____
0005 Option YR 4 10/1/2016 - 9/30/2017	Window Shade Cleaning Services	Per Schedule See Scope of Work			
	San Diego/Lindbergh	21 shades	\$ _____	2 X Per YR	\$ _____
	Brackett/LaVerne	20 shades	\$ _____	2 X Per YR	\$ _____
	El Monte	12 shades	\$ _____	4 X Per YR	\$ _____
	Palomar	6 shades	\$ _____	4 X Per YR	\$ _____
	Gillespie	22 shades	\$ _____	2 X Per YR	\$ _____

Total:	\$ _____
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The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

**B001. SOLICITATION QUESTIONS:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing (email is acceptable) at least 3 calendar days prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Marjie Brandeen/AAQ-530, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1156 or by email at Marjie.ctr.Brandeen@faa.gov. Telephone questions **will not** be accepted. The offer shall provide an address, email address, telephone and FAX number. The Contracting Officer, Lelanie Rivera is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**Questions Are Due by: November 19, 2012 at 4:00 P.M. Pacific Time**

**B002. INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage

**B003. MINIMUM CONTRACTOR QUALIFICATIONS:** Offers must be a Small Business.**3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)**

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR) at the time of submission of offer.

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(End of clause)

**SERVICE CONTRACT ACT WAGE RATES APPLY. SEE ATTACHMENT A.**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE SECTION M**

**PLEASE NOTE – REVISED PRICING (SECTION B) CAN BE FAXED ON THE OFFER DUE DATE, BUT MUST BE RECEIVED NO LATER THAN November 23, 2012, 4:00 P.M. PACIFIC TIME. PROPOSALS (SF33) WITH ORIGINAL SIGNATURE MUST BE RECEIVED BY THIS OFFICE ON THE DATE THE OFFERS ARE DUE.**

**OFFERS ARE DUE NO LATER THAN November 23, 2012, 4:00 P.M. PACIFIC TIME. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND THE RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. PLEASE DO NOT CALL FOR RESULTS.**

## PART I - SECTION C

### SCOPE OF WORK

**C.1 GENERAL REQUIREMENTS:** The Contractor must be familiar and experienced in the maintenance and cleaning of Air Traffic Control Tower PV-128, Plastic View Shades, and familiar with Solar-Screen manufacturer cleaning specifications for the towers that may have this type of shade. The Contractor shall provide all labor, equipment, tools, supplies, supervision, transportation and other items or services necessary to provide complete cab shade cleaning services in accordance with this specification for the following 5 Air Traffic Control Towers:

Lindbergh ATCT located in San Diego, CA  
 Brackett ATCT located in La Verne, CA  
 Gillespie ATCT located in El Cajon, CA  
 El Monte ATCT located in El Monte, CA  
 Palomar ATCT located in Carlsbad, CA

**C.2 DESCRIPTION OF SERVICES:** Twice (unless otherwise indicated) annually, air traffic control tower (ATCT) cab window shade cleaning services. Window shades shall be cleaned in accordance with the Scope of Work for the 'Clean-In-Place' method (SEE ATTACHMENT B). Window shades must be spotless and particle-free for complete visibility of airport approach and runways. After window shades have been cleaned, traces of film, dirt, smudges, water and other foreign matter shall be removed from the frames, casings, mounting and nearby glass surfaces. The Contractor shall ensure that all cords, pulleys and locks are in the same working order as they were prior to the cleaning service.

**C.3 SERVICE REQUIREMENTS:**

- a. Window shades shall be cleaned **2 times per fiscal year** at the following 3 ATCT's:
  - Lindbergh - 21 shades
  - Brackett - 20 shades
  - Gillespie - 22 shades
- b. Window shades shall be cleaned **4 times per fiscal year** at the following 2 ATCT's:
  - El Monte - 12 shades
  - Palomar - 6 shades
- c. Holidays observed by Government employees during the term of this contract are as follows:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Fourth of July	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

Any holiday as declared by the President shall also be observed. A skeleton crew of on-site FAA personnel will consist of essential safety related positions only, on the holidays listed above.

**C.4 CONTRACTOR PERSONNEL:**

- a. **Management:** The Contractor shall manage the total work effort associated with the cab shade cleaning services required herein to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, and quality control. The Contractor shall provide an adequate staff of personnel with the necessary management expertise to assure the performance of the work in accordance with sound and efficient management practices. The Contractor shall maintain an adequate workforce to complete work in accordance with the time and quality standards specified herein.

- b. Project Manager: The Contractor shall provide a Project Manager (PM)/Supervisor who shall be responsible for the performance of the work. The name of this person and an alternate(s), who shall act for the contractor when the manager is absent, shall be designated in writing to the Contracting Officer (CO) prior to contract start date. The manager and assistant manager shall be knowledgeable and in complete control of the contract office files and records.
  - (1) The PM shall have full authority to act for the contractor on all matters relating to daily functions of the contract.
  - (2) The PM or alternate shall be available during normal duty hours to meet with the Contracting Officer's Representative (COR) to discuss immediate problems. The PM or alternate shall respond within 2 hours after notification. The Contractor shall provide a telephone number for the PM.
  - (3) The PM shall be able to read, write, speak and understand the English language.
- c. Work Control: The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. In addition, one trip document showing that all ATCT cab windows shades have been cleaned will be submitted to the COR for each ATCT date of service. The invoices shall be forwarded to the COR who will certify that the work was completed as contracted, and then forward to the Contracting Officer for processing for payment.
- d. Interference with Government Business: The Contractor shall schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor shall be responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc.
- e. Protection of Government Property: During execution of the work, the Contractor shall take special care to protect Government property including shades, furniture, walls, baseboards, and other surfaces from damage. Accidental damage shall be repaired immediately. The Contractor shall return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, and/or replacement, if necessary.
- f. Contract Employees - The government reserves the right to restrict the employment of any contractor or prospective contract employee, who is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the installation and its population. Employees of the contractor, in the performance of this contract, are subject to security investigation as specified within Section C.5.
  - (1) The Contractor shall furnish the Contracting Officer's Representative (COR) a list of the names of personnel who will be performing work in the building. Only authorized personnel will be permitted in the area. Keys shall be released only to personnel approved by the COR. This list must be maintained and kept current to include new hires or terminated employees.
  - (2) Contractor personnel shall be physically able to do their assigned work and shall be free of communicable diseases. They shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company name and employee name.
  - (3) The Contractor shall not employ any person who is an employee of the United States Government is the employment of that person would create a conflict of interest.
  - (4) Neglect of duties shall not be condoned; sleeping on duty, unreasonable delay or failure to carry out assigned tasks, conducting personal affairs during duty hours, or use telephones, copy machines, or other equipment provided for official Government use for other than official business.

- (5) The Contractor and his/her employees shall be subject to all rules and regulations relative to entering and leaving the facility.
- (6) Contractor employees will report fires and hazardous conditions to the COR. Items in need of repair, such as flickering or non-operating lights, leaky faucets, toilet stoppages, etc.; shall be reported to the COR.

#### C.5 SECURITY REQUIREMENTS:

- a. The Contractor and each of his/her employees engaged in work under this contract shall execute and submit on original forms to the Civil Aviation Security Office: (See Part II, Section I, 3.14-2 Contractor Personnel Suitability Requirements) FD-258 Fingerprint Card, SF 85P Questionnaire for Public Trust Positions, and (where required) DOT F 1681 Identification Card/Credential Application to include 2 color photos for each employee with names printed legibly on back. Pictures must be taken at eye level with full face view and be large enough to be trimmed to 1-1/4" x 1 5/8". These forms must be received completed by the Civil Aviation Security Office not later than 30 calendar days from the first day of work. Original forms shall be provided by the CO.
- b. Employees without properly executed forms will not be allowed access to any work site.
- c. All Contractor personnel who receive favorable security clearances will be allowed to continue to perform work under the contract. Any individual who is found to be otherwise unsuitable will be removed from work under the contract.
- d. All Contractor personnel shall comply with guidelines for access to Federal installations as coordinated through the COR. All changes of personnel shall be coordinated with the Security office prior to entry onto any FAA leased and/or owned property. The Contractor is required to comply with all security regulations and directives as identified herein, and other security requirements as are shown elsewhere in this contract.
- e. The Contractor shall furnish to the Civil Aviation Security Office the following information:
  - 1. Complete name of each employee
  - 2. Current address
  - 3. Date of birth

This information is required a minimum of seven (7) days prior to execution of work. This list must be kept current.

- f. Contractor personnel are not authorized access to any area where classified information is used, stored, or processed. If visual, aural, or physical access to classified materials is made, even inadvertently by contractor personnel, they are required to be debriefed by the Control Point Manager.
- g. All Contractor employees shall wear nametags furnished by the Contractor with a minimum of the employees' last name. In addition, the nametags worn by the PM and supervisors shall indicate their job titles.

#### C.6 LOST AND FOUND PROPERTY:

- a. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by the Contractor's employees are turned in to an office designated by the COR.

C.7 KEY CONTROL:

- a. Keys will be given to personnel approved by the COR. Final payment will be withheld until all keys have been returned as verified by the COR.
- b. Keys issued to the contractor by the Government shall not be duplicated.
- c. The Contractor shall report the occurrence of a lost key to the COR not later than the next workday.
- d. The Contractor may be required to reimburse the Government for replacement of locks or re-keying as a result of contractor loss of keys. In the event a master key is lost or duplicated all locks and keys for that system shall be replaced by the Government at the total cost deducted from the monthly payment due the Contractor.

C.8 MATERIALS:

The Contractor shall furnish all supplies, materials, and equipment necessary for contract work.

NOTES: All materials which the Contractor proposes to use shall be as specified based on manufacturer ations. The Contractor shall furnish the COR with Product Data and Material Safety Data Sheets for all chemicals stored on-site.

C.9 EQUIPMENT AND TOOLS:

- a. Within 48 hours after receipt of award, the Contractor shall submit to the COR for approval, a complete list of the equipment to be used as deemed necessary to properly perform the work defined in this contract.
- b. Equipment shall include, but is not limited to, wet and dry lift and necessary attachments, ladders, buckets, cloths, brushes, squeegees, etc; unless otherwise provided for.
- c. Equipment used shall be in safe operating condition and suitable grade for purpose intended.
- d. All equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.
- e. All electrical equipment used by the Contractor shall meet all safety requirements of this contract and shall be UL approved. This equipment must operate using existing building circuits and shall not be operated from critical power circuits. It shall be the responsibility of the contractor to prevent the operations or attempted operation of electrical equipment, or combination of equipment which require power exceeding the capacity of existing building circuits.

C.10 UTILITIES: Electrical power will be furnished by the Government at existing power outlet for the operation of equipment that is necessary to perform building maintenance. Hot and cold water will also be available for performance of the work.

C.11 CONSERVATION OF UTILITIES: The Contractor shall be responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for conserving utilities, which shall include, but not necessarily be limited to:

- a. Lights shall be used only in areas where and at the time when work is actually being performed unless otherwise directed by the COR.



- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by contract employees.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

**C.12 STORAGE SPACE, JANITOR'S CLOSETS AND LOCKER ROOMS:**

- a. Space may be assigned to the Contractor by the COR for storage of bulk supplies and equipment used in performance of the work.
- b. The Government will not be responsible for damage and/or loss to contractor's stored supplies, materials, equipment, or the personal belongings of contractor's employees occasioned by fire, theft, accident, or otherwise.
- c. Failure to keep any of the facilities described above in a clean and orderly condition, unsatisfactory to the COR, may result in the withdrawal of the privilege of using them.

**C.13 COORDINATION WITH OTHER CONTRACTORS AND GOVERNMENT EMPLOYEES:** The Government may undertake or award other contracts for additional work. It is the responsibility of the contractor to coordinate his/her efforts with other work going on in the area. If for any reason the contractor is prohibited or substantially delayed from performing, the contractor is to immediately notify the COR.

**C.14 QUALITY CONTROL:** The Contractor shall establish and maintain a complete Quality Control Program (QCP) to ensure the requirements of the contract are provided as specified. One copy of the Contractor's Quality Control Program shall be provided to the Contracting Officer (CO)/Contracting Officer's Representative (COR) not later than the Pre-Performance Conference. An updated copy must be provided to the CO/COR CO/COR not later than the Pre-Performance Conference. An updated copy must be provided to the CO/COR on the contract start and as changes occur. The plan shall include, but not be limited to, the following:

- a. A scheduling system, based on the services indicated in the task and frequency for cleaning, and the indicated time frames shown in the remarks column. The schedule shall show, by building and area, the day and shift when tasks will be accomplished. The contractor shall comply with the submitted schedules as approved by the CO/COR.
- b. The methods used, for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- c. On-site records of all inspections conducted by the contractor, and necessary corrective actions taken, shall be made available to the Government during the term of the contract.

**C.15 QUALITY ASSURANCE:** The Government will monitor the Contractor's performance under this contract using the quality assurance procedures specified in the Quality Assurance Surveillance Plan (QASP).

- a. Performance Evaluation Meetings: The Project Manager shall meet with the Quality Assurance Engineer (QAE)/COR weekly during the first month of the contract. Meetings will be held as often as necessary thereafter, as determined by the QAE/COR, and whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified and written minutes of these meetings will be signed by the Contractor's Project Manager and QAE/COR. Should the contractor not concur with the decisions in the minutes, the contractor shall state areas of non-concurrence to the Contracting Officer in writing.

C.16 UNFORSEEN FACILITY CLOSURES: When an unforeseen facility closure occurs on a regularly scheduled day of work, the Government shall have the following options:

- a. To require the Contractor to perform the work on the following day unless the following day is a Saturday and routine work is not scheduled for Saturday or Sunday.
- b. To forego the work and reduce payment due to the Contractor accordingly for work not performed on a prorated basis.
- c. To reschedule the work on any day satisfactory to both parties.

C.17 CONTRACTOR'S EMPLOYEES:

- a. Shall be subjected to all Federal rules and regulations relative to entering and leaving the building(s).
- b. Shall be physically able to do their assigned work shall be free from any communicable disease.
- c. Shall not disturb paper on desks, open desk drawers or cabinets or use Government telephones.

C.18 SAFETY AND FIRE PREVENTION: The Contractor shall be responsible for instructing his/her employees in appropriate safety measures. Housekeeping employees must not place mops, brooms, machines and other equipment in traffic lanes or other locations in such a manner as to create safety hazards. Appropriate, neat appearing, well-kept signs to indicate "Danger Hazardous Floors, Walk Left or Walk Right", as applicable, shall be provided by the Contractor and approved by the COR prior to use. Such signs shall be displayed at all times in all areas where cleaning operations are in progress which necessitate the use of any equipment or supplies such as buckets, wires, ladders, water, wax, etc., which cause a traffic obstruction or personnel hazard. Contractor's employees shall be required to interrupt their work to allow passage of personnel, equipment or carts. When the cleaning of a public traffic area (i.e. lobbies and corridors) results in the temporary hazard of wet/slippery floors, housekeeping personnel will use parallel wet-mopping or cleaning procedures.

C.19 PERSONNEL - TRAINING: The Contractor will be responsible for the training of his/her employees in the following areas:

- a. Proper use and handling of contract specified and approved detergents, supplies, and equipment.
- b. Care and maintenance of Contractor and Government furnished property.
- c. Familiarization with fire prevention and safety procedures.
- d. Familiarization with applicable FAA policies and regulations and their effect on housekeeping services.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

NOT APPLICABLE.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1 Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement** (April 1996)

**3.10.4-16 Responsibility for Supplies** (April 1996)

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1 Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.10.1-9 Stop-Work Order** (October 1996)

**3.10.1-11 Government Delay of Work** (April 1996)

**F001. PLACE OF PERFORMANCE**

See Part I – Section C - SCOPE OF WORK

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1 Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**3.10.1-22 Contracting Officer's Representative** (April 2012)

**G001. CORRESPONDENCE:**

Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Representative (COR), including transmittal letters. Submittals accompanying transmittal letters to the COR **SHALL** be forwarded to the Contracting Officer.

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – AAQ-530  
1601 LIND AVE. S.W.  
RENTON, WA 98057

**G002. PAYMENT – INVOICE SUBMISSION:**

The Contractor shall submit certified request for payment(s) to the COR for verification who will forward to the Contracting Officer.

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

NOTE APPLICABLE.

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest</b> (August 1997)
<b>3.1.7-5</b>	<b>Disclosure of Conflicts of Interest</b> (May 2001)
<b>3.2.1.5-4</b>	<b>Continuity of Services - Mission Critical Contracts</b> (January 2008)
<b>3.2.2.3-33</b>	<b>Order of Precedence</b> (March 2009)
<b>3.2.2.3-37</b>	<b>Notification of Ownership Changes</b> (July 2004)
<b>3.2.2.3-67</b>	<b>Special Precautions for Work at Operating Airports</b> (July 2004)
<b>3.2.2.7-6</b>	<b>Protecting the Governments Interest when Subcontracting with Contractors    Debarred, Suspended, or Proposed for Debarment</b> (April 2011)
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements</b> (April 2008)
<b>3.2.2.8-1</b>	<b>Material Requirement</b> (April 2009)
<b>3.2.4-27</b>	<b>Limitation of Price and Contractor Obligations</b> (April 1996)
<b>3.2.4-4</b>	<b>Fixed-Price Contracts with Economic Price Adjustment-Labor and Material</b> (April 1996)
<b>3.2.4-28</b>	<b>Cancellation of Items</b> (April 1996)
<b>3.2.4-34</b>	<b>Option to Extend Services</b> (April 1996)
<b>3.2.5-1</b>	<b>Officials Not to Benefit</b> (April 1996)
<b>3.2.5-3</b>	<b>Gratuities or Gifts</b> (January 1999)
<b>3.2.5-4</b>	<b>Contingent Fees</b> (October 1996)
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures</b> (October 2010)
<b>3.2.5-7</b>	<b>Disclosure Regarding Payments to Influence Certain Federal Transactions</b> (October 2010)
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
<b>3.2.5-13</b>	<b>Contractor Code of Business Ethics and Conduct</b> (July 2008)
<b>3.2.5-14</b>	<b>Display of Hotline Poster(s)</b> (April 2008)
<b>3.3.1-1</b>	<b>Payments</b> (April 1996)
<b>3.3.1-6</b>	<b>Discounts for Prompt Payment</b> (May 1997)
<b>3.3.1-7</b>	<b>Limitation on Withholding of Payments</b> (May 1997)
<b>3.3.1-8</b>	<b>Extras</b> (May 1997)
<b>3.3.1-9</b>	<b>Interest</b> (September 2009)
<b>3.3.1-15</b>	<b>Assignment of Claims</b> (April 1996)
<b>3.3.1-17</b>	<b>Prompt Payment</b> (April 2012)
<b>3.3.1-36</b>	<b>Availability of Funds- Option Periods under a Continuing Resolution</b> (April 2008)
<b>3.3.2-1</b>	<b>FAA Cost Principles</b> (October 1996)
<b>3.4.1-10</b>	<b>Insurance - Work on a Government Installation</b> (July 1996)
<b>3.4.1-11</b>	<b>Insurance--Liability to Third Persons</b> (October 1996)
<b>3.4.1-12</b>	<b>Insurance</b> (July 1996)
<b>3.4.2-6</b>	<b>Taxes - Contracts Performed in U.S. Possessions or Puerto Rico</b> (October 1996)
<b>3.4.2-8</b>	<b>Federal, State, and Local Taxes--Fixed Price Contract</b> (April 1996)
<b>3.5-1</b>	<b>Authorization and Consent</b> (January 2009)
<b>3.6.1-1</b>	<b>Notice of Total Small Business Set-Aside</b> (January 2010)
<b>3.6.1-8</b>	<b>Notification of Competition Limited to Eligible SEDB Concerns</b> (January 2010)
<b>3.6.2-1</b>	<b>Contract Work Hours and Safety Standards Act-Overtime Compensation</b> (January 2012)
<b>3.6.2-2</b>	<b>Convict Labor</b> (April 1996)
<b>3.6.2-4</b>	<b>Walsh-Healey Public Contracts Act</b> (October 2010)
<b>3.6.2-9</b>	<b>Equal Opportunity</b> (August 1998)
<b>3.6.2-12</b>	<b>Affirmative Action for Special Disabled and Vietnam Era Veterans</b> (January 2011)



<b>3.6.2-13</b>	<b>Affirmative Action for Workers with Disabilities</b> (October 2010)
<b>3.6.2-14</b>	<b>Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era</b> (January 2011)
<b>3.6.2-19</b>	<b>Withholding--Labor Violations</b> (April 1996)
<b>3.6.2-28</b>	<b>Service Contract Act of 1965, as Amended</b> (October 2010)
<b>3.6.2-30</b>	<b>Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)</b> (April 1996)
<b>3.6.2-35</b>	<b>Prevention of Sexual Harassment</b> (August 1998)
<b>3.6.2-39</b>	<b>Trafficking in Persons</b> (January 2008)
<b>3.6.3-13</b>	<b>Recycle Content and Environmentally Preferable Products</b> (April 2009)
<b>3.6.3-14</b>	<b>Use Of Environmentally Preferable Products</b> (April 2009)
<b>3.6.3-16</b>	<b>Drug Free Workplace</b> (March 2009)
<b>3.6.3-17</b>	<b>Efficiency in Energy-Using Products</b> (April 2008)
<b>3.6.4-2</b>	<b>Buy American Act--Supplies</b> (July 2010)
<b>3.8.2-9</b>	<b>Site Visit</b> (April 1996)
<b>3.8.2-10</b>	<b>Protection of Government buildings, Equipment, and Vegetation</b> (April 1996)
<b>3.8.2-11</b>	<b>Continuity of Services - Expiring Contracts</b> (October 2008)
<b>3.10.1-7</b>	<b>Bankruptcy</b> (April 1996)
<b>3.10.1-8</b>	<b>Suspension of Work</b> (September 1998)
<b>3.10.1-9</b>	<b>Stop-Work Order</b> (October 1996)
<b>3.10.1-12</b>	<b>Changes--Fixed-Price</b> (April 1996)
<b>3.10.1-24</b>	<b>Notice of Delay</b> (March 2009)
<b>3.10.1-25</b>	<b>Novation and Change-of-Name Agreements</b> (October 2007)
<b>3.10.2-1</b>	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
<b>3.10.3-1</b>	<b>Definitions</b> (April 2012)
<b>3.10.3-2</b>	<b>Government Property - Basic Clause</b> (April 2012)
<b>3.10.6-1</b>	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
<b>3.10.6-4</b>	<b>Default (Fixed-Price Supply and Service)</b> (October 1996)
<b>3.10.6-7</b>	<b>Excusable Delays</b> (October 1996)
<b>3.13-13</b>	<b>Contractor Policy to Ban Text Messaging While Driving</b> (January 2011)
<b>3.14-3</b>	<b>Foreign Nationals as Contractor Employees</b> (April 2008)
<b>3.1.7-6</b>	<b>Disclosure of Certain Employee Relationships</b> (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor

pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.4-34 Option to Extend Services (April 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

#### **3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

### **3.3.1-10 Availability of Funds (April 1996)**

Funds are not presently available for this contract. The FAA's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

### **3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond September 30<sup>th</sup> of every year after award. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30<sup>th</sup> of every year after award, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

### **3.3.1-33 System for Award Management (August 2012)**

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at

<http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the SAM database;
- (B) comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

**3.3.1-34 Payment by Electronic Funds Transfer- System for Award Management (August 2012)****(a) Method of payment.**

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"
- (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

**(e) Liability for uncompleted or erroneous transfers.**

- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"
- (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of

payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of clause)

### **3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)**

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR) at the time of submission of offer.

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(End of clause)

### **3.6.2-40 Nondisplacement of Qualified Workers (April 2009)**

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under

this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

### **3.9.1-1 Contract Disputes (September 2009)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or



(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

### **3.13-5      Seat Belt Use by Contractor Employees (January 1999)**

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

### **3.14-2      Contractor Personnel Suitability Requirements (January 2011)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

- (1) Facilities;
- (2) Sensitive information; and/or;
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk

levels for the positions under the contract. Those designated risk levels are:

## **MODERATE**

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

FAA Western Pacific Regional Office

Attn: Donna Robinson  
 15000 Aviation Blvd.  
 Lawndale, CA 90260

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2012)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and Donna Robinson, Security Specialist Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA facility must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Security Specialist, Donna Robinson 310-725-3713. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Donna Robinson 310-725-3713.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain

their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

### **3.14-5 Sensitive Unclassified Information (SUI) (August 2012)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

- (1) FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).
- (2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.
- (4) As FedBizOpps uses the System for Award Management (SAM) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in SAM([www.sam.gov](http://www.sam.gov)) prior to seeking access to SUI through FedBizOpps.
- (5) Instructions and guides on usage of FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).

(End of clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

Attachment A-	Service Contract Act Wage Determination for Los Angeles & Orange counties, State of California
Attachment B-	SOW for Tower Cab Window Shades Cleaning Specifications for the FAA
Attachment C-	Business Declaration

**PART IV - SECTION K****REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****3.1-1           Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

**3.2.2.3-3           Affiliated Offerors** (July 2004)**3.2.5-2           Independent Price Determination** (October 1996)**3.2.2.3-2           Minimum Offer Acceptance Period** (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

**3.2.2.3-10       Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

(End of provision)

**3.2.2.3-15       Authorized Negotiators** (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone number: \_\_\_\_\_

(End of provision)

### **3.2.2.3-70 Taxpayer Identification (July 2004)**

#### **(a) Definitions.**

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

#### **(c) Taxpayer Identification Number (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

#### **(d) Corporate Status.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

#### **(e) Common Parent.**

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:



Name \_\_\_\_\_  
 TIN \_\_\_\_\_

(End of provision)

### 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good

faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in System for Award Management (August 2012)**

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-6 Previous Contracts and Compliance Reports (May 1997)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

### **3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

### **3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.2.2.3-1       False Statements in Offers (July 2004)**
- 3.2.2.3-6       Submittals in the English Language (July 2004)**
- 3.2.2.3-7       Submittals in U.S. Currency (July 2004)**
- 3.2.2.3-11      Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12      Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13      Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14      Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16      Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17      Preparing Offers (July 2004)**
- 3.2.2.3-18      Prospective Offerors Requests for Explanations (March 2009)**
- 3.2.2.3-19      Contract Award (July 2004)**
- 3.2.4-30        Evaluation of Options Exercised at Time of Contract Award (April 1996)**
  
- 3.2.2.3-20      Electronic Offers (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means: Fax or Email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to: (425) 227-1156(fax) or [Marjie.ctr.Brandeen@faa.gov](mailto:Marjie.ctr.Brandeen@faa.gov).

f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

**3.2.4-1           Type of Contract (April 1996)**

The FAA contemplates award of a firm fixed-price contract resulting from this Request for Offer.

(End of provision)

**3.9.1-3           Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **L001. SUBMISSION OF OFFER:**

An offeror shall submit an offer which shall include a technical and business proposal as outlined below. **PLEASE NOTE: Lack of submission of any of the information required in the Business and Technical Proposals shall render a contractor's proposal as non-responsive and will not be considered further for award.**

### **1. Business Proposal**

- a) Signed Standard Form 33, SOLICITATION, OFFER AND AWARD
- b) Part I, Section B, PRICE SCHEDULE
- c) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- d) Part IV, Section K, Business Declaration

### **2. Technical Proposal**

#### **A. Past Experience**

Provide a list of projects within the past 3 years that will demonstrate experience similar to current scope of work for ATCT cab shade cleaning. Be specific and provide details. For each project address the following points:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work
- e) Percentages of work subcontracted and nature of that work
- f) Award and completion dates
- g) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.

A negative response is required in the event of no similar experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. All submitted technical information be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised that the government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

## **L002. SUBMISSION DATE AND PLACE**

The due date for receipt of offers is **NOVEMBER 23, 2012, 4:00PM PACIFIC TIME**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH  
ATTN: Marjie Brandeen / AAQ-530  
1601 LIND AVE S.W.  
RENTON, WA 98057

**FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED FOR THIS SOLICITATION. ALL ORIGINAL PROPOSALS MUST BE RECEIVED BY THIS OFFICE WITHIN 5 CALENDAR DAYS AFTER OFFER DUE DATE. PLEASE SEE 3.2.2.3-20 – ELECTRONIC OFFERS, FOR ADDITIONAL TERMS AND CONDITIONS OF ELECTRONIC SUBMISSIONS.**

**L003. HAND CARRIED OFFERS, MODIFICATIONS OR WITHDRAWALS:**

Hand-carried offers, modifications or withdrawals of a offers, and modifications, or withdrawals of a bids, HAND DELIVERED by other types of express mail services (Commercial Carriers, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL be HAND DELIVERED to:

DOT, FEDERAL AVIATION ADMINISTRATION  
CUSTOMER SERVICE CENTER  
FIRST FLOOR  
ATTN: Marjie Brandeen / AAQ-530  
1601 LIND AVE S.W.  
RENTON, WA 98057

## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

### 3.1-1            **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

### 3.2.4-31        **Evaluation of Options** (April 1996)

## **M001. EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility.

**The Government will make award to the contractor offering the lowest priced, technically acceptable offer.**

Proposals shall be evaluated as either “acceptable” or “unacceptable” on the basis of the following criteria:

#### **(A). Past Experience**

**STANDARD FOR REVIEW: An acceptable proposal must demonstrate at least two (2) successful relevant cab shade cleaning projects, within the past three (3) years, similar to the current requirement.**

The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination. For each project address the following points:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work
- e) Percentages of work subcontracted and nature of that work
- f) Award and completion dates
- g) Any relevant information that would reflect on the offeror’s ability to meet schedule constraints.

## **M002. CONSIDERATION OF PRICE**

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.